

1 CROSNER LEGAL, P.C.  
2 Craig W. Straub (SBN 249032)  
3 craig@crosnerlegal.com  
4 Zachary M. Crosner (SBN 272295)  
5 zach@crosnerlegal.com  
6 9440 Santa Monica Blvd. Suite 301  
7 Beverly Hills, CA 90210  
8 Tel: (866) 276-7637  
9 Fax: (310) 510-6429

10 Attorneys for Plaintiff

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 MARK GONZALEZ, individually,  
14 and on behalf of all others similarly  
15 situated,

16 Plaintiff,

17 v.

18 CELTIC OCEAN  
19 INTERNATIONAL, LLC,

20 Defendant.

Case No. 2:25-cv-01177

CLASS ACTION COMPLAINT

**JURY TRIAL DEMANDED**

1 Plaintiff Mark Gonzalez (“Plaintiff”) brings this action against Defendant  
 2 Celtic Ocean International, LLC, (“Defendant”), individually and on behalf of all  
 3 others similarly situated, and alleges upon personal knowledge as to Plaintiff’s acts  
 4 and experiences, and, as to all other matters, upon information and belief,  
 5 including investigation conducted by Plaintiff’s attorneys as follows:

6 **SUMMARY OF DEFENDANT’S CONTAMINATED UNHEALTHY SALT**

7 1. Defendant sells salt products under its Selina Naturally® Celtic Sea  
 8 Salt® brand which includes the Fine Ground Celtic Sea Salt® and Light Grey  
 9 Celtic Sea Salt® (the “Products”). The problem is the Products are contaminated  
 10 with lead and arsenic.

11 2. There are no “safe” levels of lead.

12 3. The World Health Organization (“WHO”) states: “There is no level  
 13 of exposure to lead that is known to be without harmful effects.”<sup>1</sup>

14 4. The U.S. Centers for Disease Control and Prevention (“CDC”) states:  
 15 “There are no safe levels of lead in the blood.”<sup>2</sup>

16 5. Leading researchers in this area warn: “no level of lead exposure is  
 17 safe ...”<sup>3</sup>

18  
 19  
 20  
 21  
 22  
 23 <sup>1</sup> World Health Organization, *Lead Poisoning* (Aug. 11, 2023), available at  
 24 <https://www.who.int/news-room/fact-sheets/detail/lead-poisoning-and-health>  
 (emphasis original)

25 <sup>2</sup> .S. Centers for Disease Control and Prevention, *About Childhood Lead Poisoning*  
 26 *Prevention* (May 23, 2024) available at <https://www.cdc.gov/lead-prevention/about/index.html>

27 <sup>3</sup> Obeng-Gyasi E. Lead Exposure and Cardiovascular Disease among Young and  
 28 Middle-Aged Adults. *Medical Sciences*. 2019; 7(11):103.  
<https://doi.org/10.3390/medsci7110103>



1 citizenship from Defendant; and (3) the claims of the proposed class members  
2 exceed \$5,000,000 in the aggregate, exclusive of interest and costs.

3 12. This Court has personal jurisdiction over Defendant because  
4 Defendant conducts and transacts business in the State of California, contracts to  
5 supply goods within the State of California, and supplies goods within the State of  
6 California. Defendant, on its own and through its agents, is responsible for the  
7 formulation, ingredients, manufacturing, labeling, marketing, and sale of the  
8 Products in California, specifically in this district. The marketing of the Products,  
9 including the decision of what to include and not include on the labels, emanates  
10 from Defendant. Thus, Defendant has intentionally availed itself of the markets  
11 within California through its advertising, marketing, and sale of the Products to  
12 consumers in California, including Plaintiff. The Court also has specific  
13 jurisdiction over Defendant as it has purposefully directed activities towards the  
14 forum state, Plaintiff's claims arise out of those activities, and it is reasonable for  
15 Defendant to defend this lawsuit because it has sold harmful Products to Plaintiff  
16 and members of the Class in California. By distributing and selling the Products  
17 in California, Defendant has intentionally expressly aimed conduct at California  
18 which caused harm to Plaintiff and the Class which Defendant knows is likely to  
19 be suffered by Californians.

20 13. Venue is proper in this District pursuant to 28 U.S.C. §1391(b)  
21 because Defendant engages in continuous and systematic business activities within  
22 the State of California. Venue is further proper pursuant to 28 U.S.C. §1391(b)  
23 because a substantial part of the events or omissions giving rise to the claim  
24 occurred in this District because Plaintiff purchased one of the Products within this  
25 District. Venue is also proper in this District pursuant to Cal. Civ Code. § 1780(c)  
26 because Defendant is doing business in this District, and Plaintiff purchased a  
27 Product at issue in this District.  
28

**PARTIES**

14. Defendant Celtic Ocean International, LLC. is a Delaware corporation that maintains its place of business in Arden, NC. Throughout the Class Period, Defendant was the manufacturer and distributor of the Products.

15. Plaintiff Mark Gonzalez is a resident of Los Angeles County, California. Plaintiff purchased the Products during the class period. Plaintiff relied on Defendant's deceptive labeling claims and material omissions as set forth below.

**FACTUAL ALLEGATIONS**

**THE LABELS AND ADVERTISING OF THE PRODUCTS LEAD REASONABLE  
CONSUMERS TO BELIEVE THAT THE PRODUCTS DO NOT CONTAIN TOXIC  
INGREDIENTS**

16. Defendant is the manufacturer of various salt products. The Celtic Sea Salt brand says it has "been inspected and approved to meet quality standards that live up to our expectations."<sup>5</sup>

17. The labels for each of these products give reasonable consumers the net impression that the Products are healthy and do not contain significant levels of heavy metals.

18. For example, the labels on the Products state:

- "Good Manufacturing Practice Quality Product" – with a seal for a purported award the Products received.
- "Naturally"
- "the best sea salt for those seeking wellbeing and exquisite taste."
- "Taste the salt recommended by health professionals and chefs"

---

<sup>5</sup> *About us*, CELTIC SEA SALT, available at <https://www.selinanaturally.com/about-celtic-sea-salt> (last accessed February 6, 2025)

- “Our 40+ years experience as the leading sea salt brand has given us the knowledge of quality standards you should expect from a high mineral sea salt”
- “Vital Mineral Blend”
- “Regular Inspections at Harvesting Site”
- “The brine has key mineral and trace elements of magnesium, calcium and potassium in the perfect ratio that has won the recommendation of Doctors, Nutritionists, and Chefs worldwide since 1976.”
- “... adding essential nutrients to your diet with zero additives.”
- “100% responsibly sourced always!”
- “3rd Party Laboratory Analyzed ...”

(collectively, the “**High Quality and Healthy Representations**”)

19. “Heavy metals do not provide “exquisite taste,” “wellbeing,” do not indicate good manufacturing practices or quality standards., and would not be recommended by anyone, let alone health professionals. Further, reasonable consumers do not expect that a product called “Selina Naturally” would be contaminated with lead and arsenic. The net-effect or net-impression of the Products’ labeling on consumers is that the Products do not contain any unhealthy ingredients like lead and arsenic.

20. The packaging of the Products is displayed below:









## HEAVY METAL TESTING OF THE PRODUCTS

21. Quantitative analysis of lead, cadmium, arsenic, and mercury by inductively couple plasma mass spectrometry utilizing EPA (ICPMS-QNT-EL-HM) testing protocols, the industry standard, found that the Products contain significant lead and arsenic at the levels shown below:

Celtic Sea Salt Fine Ground		
<b>ANALYSIS:</b>	Quantitative analysis of Lead, Cadmium, Arsenic, and Mercury by Inductively Couple Plasma Mass Spectrometry utilizing EPA 3052 (ICPMS-QNT-EL-HM)	
<b>RESULTS:</b>	<u>Element</u>	<u>Result</u>
	As	0.14 ug/g
	Cd	ND
	Pb	0.460 ug/g
	Hg	ND

22. The recommended serving size for the Products is 1,500 mg (1.5 grams). This equates to a consumption of 0.69 micrograms of lead *per serving*.

23. California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), Cal. Health & Safety Code § 25249.5, *et seq.* requires a clear and reasonable health hazard warning in connection with the sale of products sold in California that contain 0.5 micrograms (mcg) of lead per maximum daily usage. Just one serving of the Product's exceeds the Proposition 65 levels.

24. However, Americans eat on average about 3,400 mg (3.4 grams) of sodium per day.<sup>6</sup> The Products contain 480 mg of sodium per serving. The daily intake of sodium for an average American equates to approximately 7 servings of

<sup>6</sup> *Sodium in Your Diet*, U.S. Food & Drug Administration, available at <https://www.fda.gov/food/nutrition-education-resources-materials/sodium-your-diet#:~:text=Americans%20eat%20on%20average%20about,recommended%20limits%20are%20even%20lower> (last accessed February 6, 2025).

1 the Products per day or 4.83 micrograms of lead per day which is 9.7 times over  
2 the Proposition 65 limit.

3 25. The American Heart Association recommends no more than 2,300  
4 mg of sodium per day.<sup>7</sup> If a consumer received their daily sodium intake from the  
5 Products, they would be consuming 1.06 micrograms of lead in a day if following  
6 these guidelines.

7 26. Making matters worse, unlike Defendant's Products, other salt  
8 products on the market do not contain lead. For example, Jacobsen Salt Co.'s "Pure  
9 Kosher Sea Salt" does not contain any detectable levels of lead or arsenic.<sup>8</sup>

10 27. Thus, Defendant could have, but failed, to take steps to reduce or  
11 remove the lead and arsenic in the Products. Defendant also failed to warn  
12 consumers that consuming the Products exposes them to unsafe levels of lead.  
13 Instead of informing consumers about the unlawful lead contamination, it -placed  
14 the High Quality and Healthy Representations on the labels of the Products to  
15 affirmatively mislead its customers.

16 **EXPOSURE TO HEAVY METALS ARE HARMFUL TO HUMAN HEALTH**

17 28. The World Health Organization says that "exposure to lead can affect  
18 multiple body systems" and that "there is no level of exposure to lead that is known  
19 to be without harmful effects."<sup>9</sup>

20 29. "Lead can be absorbed by the intestine and through the skin, and  
21 almost 90% of it binds to red blood cell proteins. Once inside the human body,  
22

23 <sup>7</sup> American Heart Association, *How much sodium should I eat per day?* (Jan. 5,  
24 2024), available at <https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sodium/how-much-sodium-should-i-eat-per-day#>

25 <sup>8</sup>Rubin, Tamara, *July 2024 Laboratory Test Results for Jacobsen Salt Co. Pure*  
26 *Kosher Sea Salt from Netarts Bay, Oregon* (July 24, 2024) available at  
27 <https://tamararubin.com/2024/07/june-2024-laboratory-test-results-for-jacobsen-salt-co-pure-kosher-oregon-sea-salt/>

28 <sup>9</sup> *Lead Poisoning*, WORLD HEALTH ORGANIZATION, available at  
<https://www.who.int/news-room/fact-sheets/detail/lead-poisoning-and->

1 lead may travel to different tissues and organs, including the liver and kidneys,  
2 where it can cause damage to cells and tissues.”<sup>10</sup>

3 30. “Lead alters very basic nervous system functions, like calcium-  
4 modulated signaling, at very low concentrations in vitro.”<sup>11</sup> “Imaging studies of  
5 adults who had elevated blood lead levels in childhood have demonstrated region-  
6 specific reductions in the brain's volume and alterations of its microstructure, as  
7 well as a significant impact on brain reorganization.”<sup>12</sup>

8 31. “Lead is particularly dangerous because it can accumulate in the body  
9 over time, leading to chronic exposure even from small amounts.”<sup>13</sup>

10 32. Lead exposure and its relation to hypertension have been  
11 demonstrated in the literature, with increases in blood lead level increasing blood  
12 pressure.<sup>14</sup> “Lead’s effect on the cardiovascular system and cardiovascular-related  
13 markers has been well noted in the literature. The mechanism by which lead  
14 induces hypertension may be related to oxidative stress, inflammation, alterations  
15 in the renin–angiotensin–aldosterone system, alteration of vasoactive and volume  
16 regulatory hormones, and nitric oxide dysregulation, among other mechanisms.”

17  
18 health#:~:text=Lead%20in%20the%20body%20is,measurement%20of%20lead  
%20in%20blood.

19 <sup>10</sup> The Institute for Functional Medicine, *Low-Level Lead Exposure and Health*  
20 *Risks* (Nov. 14, 2024) available at [https://www.ifm.org/articles/low-level-lead-](https://www.ifm.org/articles/low-level-lead-exposure-implications-human-health)  
21 [exposure-implications-human-health](https://www.ifm.org/articles/low-level-lead-exposure-implications-human-health)

22 <sup>11</sup>[https://www.aap.org/en/patient-care/lead-exposure/lead-exposure-in-](https://www.aap.org/en/patient-care/lead-exposure/lead-exposure-in-children/#:~:text=Lead%20alters%20very%20basic%20nervous,other%20events%20crucial%20to%20development.)  
23 [children/#:~:text=Lead%20alters%20very%20basic%20nervous,other%20events%20crucial%20to%20development.](https://www.aap.org/en/patient-care/lead-exposure/lead-exposure-in-children/#:~:text=Lead%20alters%20very%20basic%20nervous,other%20events%20crucial%20to%20development.)

24 <sup>12</sup> *Id.*

25 <sup>13</sup> MM Coveny, *The Dangers of Lead in Food: Understanding the Risks and*  
26 *Protecting Your Health*, Food Poisoning News (Aug 20, 20224) available at  
[https://www.foodpoisoningnews.com/the-dangers-of-lead-in-food-](https://www.foodpoisoningnews.com/the-dangers-of-lead-in-food-understanding-the-risks-and-protecting-your-health/)  
27 [understanding-the-risks-and-protecting-your-health/](https://www.foodpoisoningnews.com/the-dangers-of-lead-in-food-understanding-the-risks-and-protecting-your-health/)

28 <sup>14</sup> Obeng-Gyasi E. Lead Exposure and Cardiovascular Disease among Young and Middle-Aged Adults. *Medical Sciences*. 2019; 7(11):103.  
<https://doi.org/10.3390/medsci7110103>

1 33. Cancer-specific mortality has been associated with urinary lead  
2 levels.<sup>15</sup>

3 34. Lead is “known to the state to cause cancer.” 27 Cal. Code of Regs.  
4 § 27001(b).

5 35. “[L]ead exposure results in DNA damage via promoting oxidative  
6 stress and the promoter methylation of DNA repair genes in human  
7 lymphoblastoid TK6 cells.”<sup>16</sup>

8 36. Lead exposure at low-levels is a recognized “risk factor for  
9 cardiovascular disease.”<sup>17</sup> A study examining 14,289 adults in the U.S. found “that  
10 concentrations of lead in blood lower than 5 µg/dL (<0.24 µmol/L) are associated  
11 with all-cause mortality, cardiovascular disease mortality, and ischaemic heart  
12 disease mortality.”<sup>18</sup>

13 37. No level of lead exposure is safe.<sup>19</sup>

14 38. Thus, the lead at the levels present in the Products poses an  
15 unreasonable safety hazard to consumers and the Products are not healthy to  
16 consume.

17  
18 <sup>15</sup> Li Sen , Wang Jiabin , Zhang Biao , Liu Yuan , Lu Tao , Shi Yuanyuan , Shan  
19 Guangliang , Dong Ling, rinary Lead Concentration Is an Independent Predictor  
20 of Cancer Mortality in the U.S. General Population. *Frontiers in  
Oncology*;2018;8(ISSN=2234-943X).

21 <sup>16</sup> Xiangquan Liu1ABCDE, Jingying Wu2BCD, Wenyan Shi3EF, Wenhua  
22 Shi4CDF, Hekun Liu5DEF, Xiaonan Wu. Lead Induces Genotoxicity via  
Oxidative Stress and Promoter Methylation of DNA Repair Genes in Human  
Lymphoblastoid TK6 Cells. *Medical Science Monitor*;2018;24:4295-4304.

23 <sup>17</sup> Prof Bruce P Lanphear, MDa blanchephear@sfu.ca · Stephen Rauch, MPHb ·  
24 Peggy Auinger, MSc · Ryan W Allen, PhDa · Prof Richard W Hornung, DrPH.  
25 Low-level lead exposure and mortality in US adults: a population-based cohort  
study. *The Lancet*;April 2018;3(4):E177-E185

26 <sup>18</sup> *Id.*

27 <sup>19</sup> Obeng-Gyasi E. Lead Exposure and Cardiovascular Disease among Young and  
28 Middle-Aged Adults. *Medical Sciences*. 2019; 7(11):103.  
<https://doi.org/10.3390/medsci7110103>

1 39. For arsenic, the U.S. Environmental Protection Agency (“EPA”)  
2 states that “Levels above 10 ppb will increase the risk of long-term or chronic  
3 health problems. The higher the level and length of exposure, the greater the risk.  
4 ... Children are at greater risk ...”<sup>20</sup>

5 40. The EPA states that the Maximum Contaminant Level for arsenic is  
6 10 ppb on the basis that arsenic at that level exposes humans to a real risk of  
7 developing bladder and lung cancer.<sup>21</sup> “Arsenic ingestion can result in both chronic  
8 (long-term) and acute (short-term) health effects.” Acute effects include nausea,  
9 vomiting, neurological effects such as numbness or burning sensations in the hands  
10 and feet, cardiovascular effects, and decreased production of red and white blood  
11 cells, which may result in fatigue.<sup>22</sup> Chronic effects include changes in skin  
12 coloration, skin thickening, and small corn-like growths, especially on hands and  
13 feet.<sup>23</sup> “Chronic exposure to arsenic is also associated with an increased risk of  
14 skin, bladder, and lung cancer. There is also evidence that long-term exposure to  
15 arsenic can increase risks for kidney and prostate cancer.”<sup>24</sup>

16 41. “Arsenic is highly toxic in its inorganic form.”<sup>25</sup> “Long-term  
17 exposure to arsenic from drinking-water and food can cause cancer and skin  
18 lesions. It has also been associated with cardiovascular disease and diabetes.”<sup>26</sup>

19 \_\_\_\_\_  
20 <sup>20</sup>[https://www.mass.gov/info-details/arsenic-in-private-well-water-](https://www.mass.gov/info-details/arsenic-in-private-well-water-faqs#:~:text=The%20current%20drinking%20water%20standard,and%20risk%20for%20the%20fetus.)  
21 [faqs#:~:text=The%20current%20drinking%20water%20standard,and%20risk%20for%20the%20fetus.](https://www.mass.gov/info-details/arsenic-in-private-well-water-faqs#:~:text=The%20current%20drinking%20water%20standard,and%20risk%20for%20the%20fetus.)

22 <sup>21</sup>[https://www.mass.gov/info-details/arsenic-in-private-well-water-](https://www.mass.gov/info-details/arsenic-in-private-well-water-faqs#:~:text=The%20current%20drinking%20water%20standard,and%20risk%20for%20the%20fetus.)  
23 [faqs#:~:text=The%20current%20drinking%20water%20standard,and%20risk%20for%20the%20fetus.](https://www.mass.gov/info-details/arsenic-in-private-well-water-faqs#:~:text=The%20current%20drinking%20water%20standard,and%20risk%20for%20the%20fetus.)

24 <sup>22</sup> *Id.*

25 <sup>23</sup> *Id.*

26 <sup>24</sup> *Id.*

27 <sup>25</sup> <https://www.who.int/news-room/fact-sheets/detail/arsenic>

28 <sup>26</sup> *Id.*



1 “Long-term exposure to inorganic arsenic, mainly through drinking-water and  
2 food, can lead to chronic arsenic poisoning.”<sup>27</sup>

3 42. Exposure to arsenic can lead to lower IQ, impaired brain  
4 development, growth problems, breathing problems, an unhealthy immune  
5 system, and cancer as an adult.<sup>28</sup>

6 **PLAINTIFF’S PURCHASES OF DEFENDANT’S SALT PRODUCTS**

7 43. Plaintiff purchased multiple Products in California during the class  
8 period. He relied on quality assurances on the packaging on the front and back of  
9 the label. He has purchased the Products at a Walmart retail store in California  
10 near his home in Los Angeles County. Plaintiff bought the salt Products to  
11 consume.

12 44. When purchasing the Products, Plaintiff was not aware of the lead  
13 and arsenic in them. After reading the label including the High Quality and Healthy  
14 Representations, Plaintiff purchased the Products on the assumption that the  
15 labeling was accurate, and that the Products did not contain harmful substances  
16 like lead or arsenic and that the Products were healthy, high quality, and made  
17 using good manufacturing practices as represented on the packaging.

18 45. Plaintiff would not have purchased the Products had he known the  
19 Products contain lead and arsenic, substances which are known to be hazardous to  
20 human health. Plaintiff would not have purchased the Products had he known they  
21 are not healthy due to the lead and arsenic contamination. Had Plaintiff known that  
22 there are much safer salts on the market like Jacobsen Salt Co.’s “Pure Kosher Sea  
23 Salt” which contains no lead or arsenic, he would not have bought Defendant’s  
24 salt Products. By purchasing the deceptively labeled Products, Plaintiff suffered  
25

---

26 <sup>27</sup> *Id.*

27 <sup>28</sup> *Arsenic and Children*, available at  
28 <https://sites.dartmouth.edu/arsenicandyou/arsenic-and-children/>

1 injury in fact when he spent money to purchase the Products he would not have  
2 purchased absent Defendant's deceptive practices.

3 46. Plaintiff continues to see the Products for sale at online and at retail  
4 stores in California and desires to purchase the Products again if the Products did  
5 not contain lead and arsenic or were labeled in a non-deceptive manner. However,  
6 as a result of Defendant's ongoing affirmative misrepresentations and material  
7 omissions, Plaintiff is unable to rely on the Products' labeling when deciding in  
8 the future whether to purchase the Products.

9 **REASONABLE CONSUMERS ARE DECEIVED BY DEFENDANT'S**  
10 **MISREPRESENTATIONS AND OMISSIONS**

11 47. Consumers, like Plaintiff, relied on Defendant's labeling High  
12 Quality and Healthy Representations set forth above, including the statements:  
13 "Vital Mineral blend," "Doctor Recommended," "Quality Certified" and the back  
14 of the package reinforces that the salt is free from harmful substances stating that  
15 there is "Regular Inspection at Harvesting Site" "Recommended by Health  
16 Professionals," and "Third Party Analyzed[.]" The net-effect or net-impression of  
17 the Products' labeling on consumers is that the Products do not contain harmful  
18 ingredients like lead and arsenic.

19 48. Consumers, like Plaintiff, want to know if a product they eat contains  
20 substances which are hazardous to their health. Consumers, like Plaintiff, want to  
21 know if a product they eat contains substances which are declared to be unsafe by  
22 governmental organizations. Defendant's nondisclosure of the lead and arsenic in  
23 the Products is material because reasonable consumers would deem the presence  
24 of these substances in the Products to be important in determining whether to  
25 purchase the Products. Defendant has exclusive knowledge that the Products  
26 contain lead and arsenic.

27 49. The fact that Defendant's Products contain lead and arsenic is not  
28 reasonably accessible to Plaintiff and consumers. Consumers, like Plaintiff, trust

1 that the food products they purchase do not contain toxic heavy metals like lead  
2 and arsenic which have been intentionally or negligently added to the products.  
3 Defendant also has a duty to disclose the presence of lead and arsenic in the  
4 Products because the fact is known to Defendant (that the Products contain lead  
5 and arsenic), and the failure to disclose the lead and arsenic in the Products is  
6 misleading. The lead and arsenic in the Products implicates a health concern that  
7 is important to reasonable consumers when deciding to purchase Defendant's  
8 Products. This is especially true when the marketer makes a partial omission about  
9 the quality of the product like Celtic does here. *See e.g., Doe v.*  
10 *SuccessfulMatch.com*, 70 F. Supp. 3d 1066, 1079 (N.D. Cal. 2014) (a plaintiff need  
11 only "allege that Defendant made partial representations that were misleading due  
12 to other facts not disclosed, and identify specific representations and omissions.").

13 50. A failure to disclose a fact constitutes actionable conduct if the  
14 omission goes to the central function of the product. Here, the Products' central  
15 function is for people to safely consume the Products. Food products that contain  
16 harmful lead and arsenic do not serve this central function. Reasonable consumers,  
17 like Plaintiff, would deem it important in determining whether to purchase the  
18 Products because Plaintiff would not have purchased the Products had they known  
19 that harmful metals like lead and arsenic were in the Products. That is, the omission  
20 of the lead and arsenic content of the Products was material because a reasonable  
21 consumer would deem it important in determining how to act in the transaction at  
22 issue.

23 51. A failure to disclose a fact constitutes actionable conduct if the  
24 omission causes an unreasonable safety hazard. Here, it is not reasonable to sell a  
25 Product that consumer eat with lead and arsenic. This is exacerbated by the fact  
26 that the Products' label states that it is "Doctor Recommended," "Quality  
27 Certified" and "Vital Mineral blend."

1           52. Defendant also made partial representations by using the High  
2 Quality and Healthy Representations which indicate that the Products are safe and  
3 healthy and do not contain potentially harmful ingredients like lead and arsenic.  
4 These partial disclosures are misleading because the lead and arsenic content of  
5 the Products was not disclosed.

6       **PLAINTIFF AND THE PUTATIVE CLASS MEMBERS SUFFERED ECONOMIC INJURY**

7           53. Plaintiff and putative class members suffered economic injury as a  
8 result of Defendant's actions. Plaintiff and putative class members spent money  
9 that, absent Defendant's actions, they would not have spent. With all the other  
10 infant and toddler food products on the market without lead and arsenic, a  
11 reasonable consumer would choose to purchase a product without lead and arsenic,  
12 and not Defendant's Products. Plaintiff and putative class members are entitled to  
13 damages and restitution for the purchase price of the Products that were defective,  
14 not merchantable, and not fit for their represented purpose. Consumers, including  
15 Plaintiff, would not have purchased Defendant's Products if they had known the  
16 Products contain lead and arsenic, a substance which has known adverse health  
17 effects on humans and especially kids. Defendant did not disclose that the Products  
18 contain lead and arsenic.

19           54. There are safer alternatives that Plaintiff and class members would  
20 have purchased but were denied the benefit-of-the bargain as a result of  
21 Defendant's concealment of the lead and arsenic Product. Because lead and arsenic  
22 are a hazard to human health, Defendant has a continuing duty to disclose the  
23 presence lead and arsenic in the Products to consumers. Defendant has failed to  
24 adequately disclose that the Products contain lead and arsenic. Defendant's  
25 Products contain a hidden defect and Plaintiff and putative class members suffered  
26 economic injury. Had Plaintiff and putative class members known about the lead  
27 and arsenic, they would not have purchased the Products or would have paid less  
28 for the Products.

1           55. Accordingly, Plaintiff brings this action individually and on behalf of  
2 other similarly situated consumers to halt the dissemination of Defendant's  
3 deceptive advertising message, correct the deceptive perception it has created in  
4 the minds of consumers, and obtain redress for those who have purchased the  
5 Products. As a consequence of Defendant's deceptive labeling and material  
6 omissions, Plaintiff alleges Defendant has violated and is violating California's  
7 Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq. (the "CLRA"),  
8 California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (the  
9 "UCL") and constitutes a breach of implied warranties.

10                                   **NO ADEQUATE REMEDY AT LAW**

11           56. Plaintiff and members of the class are entitled to equitable relief as  
12 no adequate remedy at law exists. The statutes of limitations for the causes of  
13 action pled herein vary. Class members who purchased the Products more than  
14 three years prior to the filing of the complaint will be barred from recovery if  
15 equitable relief were not permitted under the UCL.

16           57. The scope of actionable misconduct under the unfair prong of the  
17 UCL is broader than the other causes of action asserted herein. It includes  
18 Defendant's overall unfair marketing scheme to promote and brand the Products,  
19 across a multitude of media platforms, including the Product labels and packaging,  
20 over a long period of time, in order to gain an unfair advantage over competitor  
21 products. The UCL also creates a cause of action for violations of law (such as  
22 statutory or regulatory requirements and court orders related to similar  
23 representations and omissions made on the type of products at issue). This is  
24 especially important here because Plaintiff alleges Defendant has committed  
25 "unlawful" acts and brings a claim for violation of the UCL's "unlawful prong."  
26 Specifically, Defendant has violated California's regulatory laws which is not  
27 "fair" under the UCL. No other causes of actions allow this claim to proceed, and  
28



1 thus, there is no adequate remedy at law for this specific violation of the UCL's  
2 unfair prong.

3 58. Injunctive relief is appropriate on behalf of Plaintiff and members of  
4 the class because Defendant continues to omit material facts about the Products.  
5 Injunctive relief is a primary remedy sought by this action and is necessary to  
6 prevent Defendant from continuing to engage in the unfair, fraudulent, and/or  
7 unlawful conduct described herein and to prevent future harm—none of which can  
8 be achieved through available legal remedies (such as monetary damages to  
9 compensate past harm)..

10 **CLASS ACTION ALLEGATIONS**

11 59. Plaintiff brings this action as a class action pursuant to Federal Rules  
12 of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of the following classes:

13 **Nationwide Class**

14 All persons who purchased the Products for personal use in the United  
15 States within the applicable statute of limitations until the date class  
16 notice is disseminated.

17 **California Sub-Class**

18 All persons who purchased the Products for personal use in the  
19 California within the applicable statute of limitations until the date class  
20 notice is disseminated.

21 60. Together, these are referred to as the “Class” unless otherwise  
22 indicated. Excluded from the class are: (i) Defendant and its officers, directors,  
23 and employees; (ii) any person who files a valid and timely request for exclusion;  
24 (iii) judicial officers and their immediate family members and associated court  
25 staff assigned to the case; and (iv) those that received a full refund of the Products’  
26 purchase price.

27 61. Plaintiff reserves the right to amend or otherwise alter the class  
28 definition presented to the Court at the appropriate time, or to propose or eliminate

1 sub-classes, in response to facts learned through discovery, legal arguments  
2 advanced by Defendant, or otherwise.

3 62. The Class is appropriate for certification because Plaintiff can prove  
4 the elements of the claims on a classwide basis using the same evidence as would  
5 be used to prove those elements in individual actions alleging the same claims.

6 63. Numerosity: Class Members are so numerous that joinder of all  
7 members is impracticable. Plaintiff believes that there are thousands of consumers  
8 who are Class Members described above who have been damaged by Defendant's  
9 deceptive and misleading practices.

10 64. Commonality: There is a well-defined community of interest in the  
11 common questions of law and fact affecting all Class Members. The questions of  
12 law and fact common to the Class Members which predominate over any questions  
13 which may affect individual Class Members include, but are not limited to:

14 a. Whether Defendant is responsible for the conduct alleged herein  
15 which was uniformly directed at all consumers who purchased the Products;

16 b. Whether Defendant's misconduct set forth in this Complaint  
17 demonstrates that Defendant engaged in unfair, fraudulent, or unlawful business  
18 practices with respect to the advertising, marketing, and sale of the Products;

19 c. Whether Defendant made material omissions concerning the  
20 Products that were likely to deceive the public;

21 d. Whether Plaintiff and the Class are entitled to injunctive relief;

22 e. Whether Plaintiff and the Class are entitled to money damages and/or  
23 restitution under the same causes of action as the other Class Members.

24 65. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to  
25 represent. Plaintiff's claims are typical of the claims of each Class Member in that  
26 every member of the Class was susceptible to the same deceptive, misleading  
27 conduct and purchased the Products. Plaintiff is entitled to relief under the same  
28 causes of action as the other Class Members.

1           66. Adequacy: Plaintiff is an adequate Class representative because  
2 Plaintiff's interests do not conflict with the interests of the Class Members Plaintiff  
3 seeks to represent; the consumer fraud claims are common to all other members of  
4 the Class, and Plaintiff has a strong interest in vindicating the rights of the class;  
5 Plaintiff has retained counsel competent and experienced in complex class action  
6 litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff has no  
7 interests which conflict with those of the Class. The Class Members' interests will  
8 be fairly and adequately protected by Plaintiff and proposed Class Counsel.  
9 Defendant has acted in a manner generally applicable to the Class, making relief  
10 appropriate with respect to Plaintiff and the Class Members. The prosecution of  
11 separate actions by individual Class Members would create a risk of inconsistent  
12 and varying adjudications.

13           67. The Class is properly brought and should be maintained as a class  
14 action because a class action is superior to traditional litigation of this controversy.  
15 A class action is superior to the other available methods for the fair and efficient  
16 adjudication of this controversy because:

17           a. The joinder of hundreds of individual Class Members is  
18 impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or  
19 litigation resources;

20           b. The individual claims of the Class Members may be relatively modest  
21 compared with the expense of litigating the claim, thereby making it impracticable,  
22 unduly burdensome, and expensive to justify individual actions;

23           c. When Defendant's liability has been adjudicated, all Class Members'  
24 claims can be determined by the Court and administered efficiently in a manner  
25 far less burdensome and expensive than if it were attempted through filing,  
26 discovery, and trial of all individual cases;

27           d. This class action will promote orderly, efficient, expeditious, and  
28 appropriate adjudication and administration of Class claims;

1 e. Plaintiff knows of no difficulty to be encountered in the management  
2 of this action that would preclude its maintenance as a class action;

3 f. This class action will assure uniformity of decisions among Class  
4 Members;

5 g. The Class is readily definable and prosecution of this action as a class  
6 action will eliminate the possibility of repetitious litigation; and

7 h. Class Members' interests in individually controlling the prosecution  
8 of separate actions is outweighed by their interest in efficient resolution by single  
9 class action;

10 68. Additionally, or in the alternative, the Class also may be certified  
11 because Defendant has acted or refused to act on grounds generally applicable to  
12 the Class thereby making final declaratory and/or injunctive relief with respect to  
13 the members of the Class as a whole, appropriate.

14 69. Plaintiff seeks preliminary and permanent injunctive and equitable  
15 relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin  
16 and prevent Defendant from engaging in the acts described, and to require  
17 Defendant to provide full restitution to Plaintiff and Class members.

18 70. Unless the Class is certified, Defendant will retain monies that were  
19 taken from Plaintiff and Class members as a result of Defendant's wrongful  
20 conduct. Unless a classwide injunction is issued, Defendant will continue to  
21 commit the violations alleged and the members of the Class and the general public  
22 will continue to be misled.

**FIRST CLAIM FOR RELIEF**

**Violation of California’s Consumers Legal Remedies Act (“CLRA”)**

**Cal. Civ. Code §§ 1750 *et seq.***

71. Plaintiff realleges and incorporates by reference all allegations contained in this complaint, as though fully set forth herein.

72. Plaintiff brings this claim under the CLRA individually and on behalf of the Class against Defendant.

73. At all times relevant hereto, Plaintiff and the members of the Class were “consumer[s],” as defined in California Civil Code section 1761(d).

74. At all relevant times, Defendant constituted a “person,” as defined in California Civil Code section 1761(c).

75. At all relevant times, the Products manufactured, marketed, advertised, and sold by Defendant constituted “goods,” as defined in California Civil Code section 1761(a).

76. The purchases of the Products by Plaintiff and the members of the Class were and are “transactions” within the meaning of California Civil Code section 1761(e).

77. Defendant disseminated, or caused to be disseminated, through their advertising, false and misleading representations, including the Products’ labeling that they do not contain hazardous substances such as lead and arsenic. Defendant fails to disclose that the Products contain lead and arsenic. This is a material omission as reasonable consumer would find the fact that the Products contain lead and arsenic to be important to their decision in purchasing the Products. Defendant’s representations violate the CLRA in the following ways:

a) Defendant represented that the Product have characteristics, ingredients, uses, and benefits which they do not have (Cal. Civ. Code § 1770(a)(5));



1           b) Defendant represented that the Product are of a particular standard,  
2 quality, or grade, which they are not (Cal. Civ. Code § 1770(a)(7));

3           c) Defendant advertised the Products with an intent not to sell the  
4 Products as advertised (Cal. Civ. Code § 1770(a)(9)); and

5           d) Defendant represented that the subject of a transaction has been  
6 supplied in accordance with a previous representation when it has not (Cal. Civ.  
7 Code § 1770(a)(16)).

8           78. Defendant violated the CLRA because the Products contain lead and  
9 arsenic. Defendant knew or should have known that consumers would want to  
10 know that the Products contain lead and arsenic. Defendant had a duty to disclose  
11 that the Products contain lead and arsenic. Based on the statutory text, legislative  
12 history (which includes the National Consumer Act), the judicial decisions and  
13 statutes that existed when the CLRA was enacted, the subsequent case law, and  
14 the many amendments to the CLRA from 1975 through 2016, failures to disclose  
15 material facts are actionable under the CLRA. In particular, subdivision (a)(5), (7),  
16 and (9) of Civil Code section 1770 proscribe material omissions. Defendant's  
17 labeling of the Products also created the net-impression that the Products do not  
18 contain hazardous substances such as lead and arsenic. Defendant had exclusive  
19 knowledge of the material fact that the Products contain lead and arsenic, and  
20 Defendant failed to disclose this fact. Defendant actively concealed this material  
21 fact. The fact that the Products contain lead and arsenic is material to consumers  
22 because reasonable consumers would deem the existence of lead and arsenic in a  
23 product they eat important in determining whether to buy the Products.

24           79. Defendant's actions as described herein were done with conscious  
25 disregard of Plaintiff and the Class members' rights and were wanton and  
26 malicious.

1           80. Defendant's wrongful business practices constituted, and constitute,  
2 a continuing course of conduct in violation of the CLRA, since Defendant is still  
3 representing that the Products have characteristics which they do not have.

4           81. Pursuant to California Civil Code section 1782(d), Plaintiff and the  
5 members of the Class seek an order enjoining Defendant from engaging in the  
6 methods, acts, and practices alleged herein.

7           82. Pursuant to California Civil Code section 1782, Plaintiff notified  
8 Defendant in writing by certified mail of the alleged violations of the CLRA and  
9 demand that Defendant rectify the problems associated with the actions detailed  
10 above and give notice to all affected consumers of their intent to so act. Defendant  
11 failed to rectify or agreed to rectify the problems associated with the actions  
12 detailed herein and give notice to all affected consumers within 30 days of the date  
13 of written notice pursuant to section 1782 of the CLRA. Thus Plaintiff seeks actual,  
14 punitive, and statutory damages, as appropriate.

15           83. Pursuant to section 1780(d) of the CLRA, below is an affidavit  
16 showing that this action commenced in a proper forum.

17                           **SECOND CLAIM FOR RELIEF**

18                   **Violation of California's Unfair Competition Law ("UCL")**

19                           **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

20           84. Plaintiff realleges and incorporates by reference all allegations  
21 contained in this complaint, as though fully set forth herein.

22           85. Plaintiff brings this claim under the UCL individually and on behalf  
23 of the Class against Defendant.

24           86. The UCL prohibits any "unlawful," "fraudulent," or "unfair" business  
25 act or practice and any false or misleading advertising.

26           87. Defendant committed unlawful business acts or practices by making  
27 the representations and omitted material facts (which constitutes advertising  
28 within the meaning of California Business & Professions Code section 17200), as

1 set forth more fully herein, and violating California Civil Code sections 1573,  
2 1709, 1711, 1770(a)(5), (7), (9) and (16), California Business & Professions Code  
3 section 17500 *et seq.*, California common law breach of implied warranties, and  
4 California’s Safe Drinking Water and Toxic Enforcement Act of 1986  
5 (“Proposition 65”), Cal. Health & Safety Code § 25249.5, *et seq.*

6 88. Proposition 65 provides that “[n]o person in the course of doing  
7 business shall knowingly and intentionally expose any individual to a chemical  
8 known to the state to cause cancer or reproductive toxicity without first giving  
9 clear and reasonable warning to such individual” when the amount of exposure  
10 exceeds the “no significant risk level” set by agency regulation. Cal. Health &  
11 Safety Code §§ 25249.6. Lead is regulated by this law since lead is “known to the  
12 state to cause cancer.” 27 Cal. Code of Regs. § 27001(b). As explained above, a  
13 single serving of the Products exceeds Proposition 65 lead levels of 0.5  
14 micrograms per day.

15 89. Plaintiff, individually and on behalf of the other Class members,  
16 reserves the right to allege other violations of law, which constitute other unlawful  
17 business acts or practices. Such conduct is ongoing and continues to this date.

18 90. Defendant committed “unfair” business acts or practices by: (1)  
19 engaging in conduct where the utility of such conduct is outweighed by the harm  
20 to Plaintiff and the members of the a Class; (2) engaging in conduct that is  
21 immoral, unethical, oppressive, unscrupulous, or substantially injurious to  
22 Plaintiff and the members of the Class; and (3) engaging in conduct that  
23 undermines or violates the intent of the consumer protection laws alleged herein.  
24 There is no societal benefit from deceptive advertising. Plaintiff and the other  
25 Class members paid for a Product that is not as advertised by Defendant. Further,  
26 Defendant failed to disclose a material fact (that the Products contain lead and  
27 arsenic) of which it had exclusive knowledge. While Plaintiff and the other Class  
28 members were harmed, Defendant was unjustly enriched by its false

1 misrepresentations and material omissions. As a result, Defendant's conduct is  
2 "unfair," as it offended an established public policy. There were reasonably  
3 available alternatives to further Defendant's legitimate business interests, other  
4 than the conduct described herein. For example, Defendant's competitors sell salt  
5 products that do not contain lead and arsenic—Jacobsen Salt Co.'s "Pure Kosher  
6 Sea Salt" does not contain any detectable levels of lead or arsenic.<sup>29</sup>

7 91. Plaintiff and the other members of the Class have in fact been  
8 deceived as a result of their reliance on Defendant's material representations and  
9 omissions. This reliance has caused harm to Plaintiff and the other members of the  
10 Class, each of whom purchased Defendant's Products. Plaintiff and the other Class  
11 members have suffered injury in fact and lost money as a result of purchasing the  
12 Product and Defendant's unlawful, unfair, and fraudulent practices.

13 92. Defendant's wrongful business practices and violations of the UCL  
14 are ongoing.

15 93. Plaintiff and the Class seek pre-judgment interest as a direct and  
16 proximate result of Defendant's unfair and fraudulent business conduct. The  
17 amount on which interest is to be calculated is a sum certain and capable of  
18 calculation, and Plaintiff and the Class seek interest in an amount according to  
19 proof.

20 94. Unless restrained and enjoined, Defendant will continue to engage in  
21 the above-described conduct. Accordingly, injunctive relief is appropriate.  
22 Pursuant to California Business & Professions Code section 17203, Plaintiff,  
23 individually and on behalf of the Class, seek (1) restitution from Defendant of all  
24 money obtained from Plaintiff and the other Class members as a result of unfair  
25

---

26 <sup>29</sup>Rubin, Tamara, *July 2024 Laboratory Test Results for Jacobsen Salt Co. Pure*  
27 *Kosher Sea Salt from Netarts Bay, Oregon* (July 24, 2024) available at  
28 <https://tamararubin.com/2024/07/june-2024-laboratory-test-results-for-jacobsen-salt-co-pure-kosher-oregon-sea-salt/>

1 competition; (2) an injunction prohibiting Defendant from continuing such  
2 practices in the State of California that do not comply with California advertising  
3 laws; and (3) all other relief this Court deems appropriate, consistent with  
4 California Business & Professions Code section 17203.

5 **THIRD CLAIM FOR RELIEF**

6 **Breach of Implied Warranties**

7 95. Plaintiff realleges and incorporates by reference all allegations  
8 contained in this complaint, as though fully set forth herein.

9 96. Plaintiff brings this claim individually and on behalf of the Class  
10 against Defendant.

11 ***Implied Warranty of Fitness For A Particular Purpose***

12 97. “An implied warranty of fitness for a particular purpose arises only  
13 where (1) the purchaser at the time of contracting intends to use the goods for a  
14 particular purpose, (2) the seller at the time of contracting has reason to know of  
15 this particular purpose, (3) the buyer relies on the seller’s skill or judgment to select  
16 or furnish goods suitable for the particular purpose, and (4) the seller at the time  
17 of contracting has reason to know that the buyer is relying on such skill and  
18 judgment.” *Keith v. Buchanan*, 173 Cal. App. 3d 13, 25 (1985).

19 98. Defendant was at all relevant times the manufacturer, distributor,  
20 and/or warrantor of the Products. Defendant knew or had reason to know of the  
21 specific use for which its Products were purchased.

22 99. Defendant, through the acts and omissions set forth herein, in the sale,  
23 marketing, and promotion of the Products made implied representations to  
24 Plaintiff and the Class that the Products were fit for the particular purpose of use:  
25 that people can safely consume the Products and that the Products are healthy for  
26 people. However, the Products are hazardous to consume and are not healthy.

27 ***Implied Warranty of Merchantability***

28 100. At the time the Products were sold, Defendant knew or should have

1 known that Plaintiff and members of the Class would rely on Defendant's skill and  
2 judgment regarding the safety and composition of the Products. Because the  
3 Products contain lead and other heavy metals, they are not of the same quality as  
4 those generally accepted in the trade and were not fit for the ordinary purposes for  
5 which the Products are used (i.e., to be eaten).

6 101. The implied warranty of merchantability "provides for a minimum  
7 level of quality" in a good. *Am. Suzuki Motor Corp. v. Superior Court*, 37 Cal.  
8 App. 4th 1291, 1296 n. 2 (1995).

9 102. To state a claim for breach of the implied warranty of  
10 merchantability, a plaintiff must allege a "fundamental defect that renders the  
11 product unfit for its ordinary purpose." *T & M Solar & Air Conditioning, Inc. v.*  
12 *Lennox Int'l Inc.*, 83 F. Supp. 3d 855, 878 (N.D. Cal. 2015); *see also Mexia v.*  
13 *Rinker Boat Co.*, 174 Cal. App. 4th 1297, 1303 (2009) ("The core test of  
14 merchantability is fitness for the ordinary purpose for which such goods are  
15 used."). "Such fitness is shown if the product is in safe condition and substantially  
16 free of defects[.]" *Mexia*, 174 Cal. App. 4th at 1303.

17 103. "In cases involving human food, a party can plead that a product  
18 violates the implied warranty of merchantability through allegations that the  
19 product was unsafe for consumption, contaminated, or contained foreign objects."  
20 *Barnes v. Nat. Organics, Inc.*, 2022 WL 4283779, at \*8 (C.D. Cal. Sept. 13, 2022)  
21 (citing *Thomas v. Costco Wholesale Corp.*, 2014 WL 5872808, \*3 (N.D. Cal. Nov.  
22 12, 2014).

23 104. Here, the Products are consumed. The Products contain a dangerous  
24 substance which compromises the safety and fitness for consuming the Products.  
25 *See Barnes*, 2022 WL 4283779, at \*8 (finding breach of implied warranty  
26 sufficiently pleaded where plaintiffs alleged that the product promoted a healthy  
27 pregnancy but was actually contaminated with heavy metals and was thus not  
28 favorable for pregnancy); *Rodriguez v. Mondelez Glob. LLC*, 703 F.Supp.3d 1191,



1 1212-13 (S.D. Cal. 2023) (same where plaintiffs alleged that the products were  
2 unsafe for consumption because they contained levels of lead).

3 105. By advertising and selling the Products at issue, Defendant, a  
4 merchant of goods, made promises and affirmations of fact that the Products are  
5 merchantable and conform to the promises or affirmations of fact made on the  
6 Products' packaging and labeling, and through its marketing and advertising, as  
7 described herein. This labeling and advertising, combined with the implied  
8 warranty of merchantability, constitute warranties that became part of the basis of  
9 the bargain between Plaintiff and members of the Class and Defendant.

10 106. Defendant's labeling and advertising, combined with the implied  
11 warranty of merchantability, constitute a warranty that the Products do not contain  
12 hazardous substances such as lead.

13 107. In reliance on Defendant's skill and judgment and the implied  
14 warranties of fitness for this purpose and merchantability, Plaintiff and members  
15 of the Class purchased the Products to be consumed. Defendant knew that the  
16 Products would be purchased and used without further testing by Plaintiff and  
17 Class members.

18 108. Consumers are the intended beneficiaries of the implied warranty as  
19 they are the ones Defendant made the Products for and specifically marketed the  
20 Products to consumers. Defendant breached the implied warranty of  
21 merchantability. Because the Products contain lead, they are not fit for ordinary  
22 use (i.e., consumption).

23 109. As a direct and proximate result of Defendant's breach of warranty,  
24 Plaintiff and members of the Class were harmed in the amount of the purchase  
25 price they paid for the Products.

26 110. Further, Plaintiff and members of the Class have suffered and  
27 continue to suffer economic losses and other damages including, but not limited  
28 to, the amounts paid for the Products, and any interest that would have accrued on

1 those monies, in an amount to be proven at trial. Accordingly, Plaintiff seeks a  
2 monetary award for breach of warranty in the form of damages, restitution, and/or  
3 disgorgement of ill-gotten gains to compensate Plaintiff and the Class for the loss  
4 of that money, as well as injunctive relief to enjoin Defendant's misconduct to  
5 prevent ongoing and future harm that will result. Injunctive relief is the primary  
6 goal of this litigation.

7 111. Plaintiff seeks punitive damages pursuant to this cause of action for  
8 breach of warranty on behalf of Plaintiff and the Class. Defendant's unfair,  
9 fraudulent, and unlawful conduct described herein constitutes malicious,  
10 oppressive, and/or fraudulent conduct warranting an award of punitive damages as  
11 permitted by law. Defendant's misconduct is malicious as Defendant acted with  
12 the intent to cause Plaintiff and consumers to pay for Products that they were not,  
13 in fact, receiving. Defendant willfully and knowingly disregarded the rights of  
14 Plaintiff and consumers as Defendant was aware of the probable dangerous  
15 consequences of its conduct and deliberately failed to avoid misleading  
16 consumers, including Plaintiff. Indeed, on October 27, 2024, Defendant received  
17 a notice that it was violating California Health & Safety Code section 25249.6 due  
18 to the high level of lead contamination in the Products. Instead of fixing the  
19 problem, Defendant has ignored it and continues to poison its customers with  
20 unsafe levels of lead in its Products.

21 112. Defendant's misconduct is oppressive. Reasonable consumers would  
22 look down upon it and/or otherwise would despise such misconduct. This  
23 misconduct subjected Plaintiff and consumers to cruel and unjust hardship in  
24 knowing disregard of their rights. Defendant's misconduct is fraudulent as  
25 Defendant, at all relevant times, intentionally misrepresented and/or concealed  
26 material facts with the intent to deceive Plaintiff and consumers. The wrongful  
27 conduct constituting malice, oppression, and/or fraud was committed, authorized,  
28 adopted, approved, and/or ratified by officers, directors, and/or managing agents

of Defendant.

**REQUEST FOR RELIEF**

Plaintiff, individually, and on behalf of all others similarly situated, requests for relief pursuant to each claim set forth in this complaint, as follows:

a. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as the Class Representative and appointing the undersigned counsel as Class Counsel;

b. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant's unlawful, unfair, and fraudulent business practices;

c. Ordering injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;

d. Ordering damages for Plaintiff and the Class;

e. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Class;

f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and

g. Ordering such other and further relief as may be just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Dated: February 11, 2025

CROSNER LEGAL, P.C.

By: /s/ Craig W. Straub

CRAIG W. STRAUB

Craig W. Straub (SBN 249032)

[craig@crosnerlegal.com](mailto:craig@crosnerlegal.com)

Zachary M. Crosner (SBN 272295)

[zach@crosnerlegal.com](mailto:zach@crosnerlegal.com)

9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210

Tel: (866) 276-7637  
Fax: (310) 510-6429

Attorneys for Plaintiff

**Civil Code Section 1780(d) Affidavit**

I am an attorney duly licensed to practice before all of the courts of the State of California. I am one of the counsel of record for Plaintiff. This declaration is made pursuant to § 1780(d) of the California Consumers Legal Remedies Act. Defendant has done, and are doing, business in California, including in this district.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed February 11, 2025 at San Diego, California.

By: /s/ Craig W. Straub  
CRAIG W. STRAUB

Attorney for Plaintiff